

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Market Strategies, Inc.		11/30/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Dialsmith, LLC		
Street Address:	2567 NW Cannon Way		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97229		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2831301	PERCEPTION ANALYZER	
CORRESPONDENCE DATA			
Fax Number:	(734)662-9559		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	apatti@hooperhathaway.com		
Correspondent Name:	Anthony P. Patti		
Address Line 1:	126 S. Main Street		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	MSI # 149		
NAME OF SUBMITTER:	Anthony P. Patti		
Signature:	/Anthony P. Patti/		
Date:	08/26/2010		
Total Attachments: 31			

OP \$40.00 2831301

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TRADEMARK  
 REEL: 004267 FRAME: 0349

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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of November 30, 2009, is between MARKET STRATEGIES, INC. a Michigan corporation (the "Seller") and DIALSMITH, L.L.C., an Oregon limited liability company (the "Buyer") pursuant to which the Seller is selling and the Buyer is purchasing certain of the assets and the goodwill of the Seller relating to the opinion research tool known as the Perception Analyzer (the "Perception Analyzer") effective as of midnight on November 30, 2009 (the "Closing Time") upon the following terms and conditions:

1. Assets Purchased by Buyer. The following assets of the Seller (the "Assets") are being purchased and sold:

1.1 Intellectual Property. All of the software (source code and object code), documentation, hardware designs and related know how relating to the Perception Analyzer that is owned by and in the possession of the Seller as of the Closing Time (the "Intellectual Property").

1.2 Equipment. The computers and related equipment that are being used by the Seller in its sale or use of the Perception Analyzer that are listed in Schedule A (the "Equipment").

1.3 Inventory. The inventory of materials purchased by the Seller for sale for use with the Perception Analyzer that are owned by and in the possession of the Seller as of the Closing Date, a listing of which will at the Closing be attached as Schedule B (the "Inventory").

1.4 Accounts Receivable. All accounts receivable generated from the Seller's sale or use of the Perception Analyzer or provision of services with respect to the Perception Analyzer, that have not been identified by the Seller and the Buyer as uncollectible and that are owned by the Seller as of the Closing Time, a listing of which will at the closing be attached as Schedule C (the "Receivables").

1.5 Contract Rights. All rights of the Seller with respect to all of those contracts relating to the use of the Perception Analyzer that are in effect as of the Closing Time, a listing of which will at the Closing be attached as Schedule D (the "Contracts").

1.6 Website. All rights of the Seller in and to the website identified as "Perception Analyzer" at <http://www.cinfo.com>, [www.perceptionanalyzer.com](http://www.perceptionanalyzer.com) and [www.MS-Interactive.com](http://www.MS-Interactive.com) (the "Website").

1.7 Business Records. All business records and data relating to the business of the Seller relating to the sale and use of the Perception Analyzer, including, without limitation, the data base of past and present customers (the "Business Records").

1.8 Trademark. All rights of the Seller to use the registered trademark "Perception Analyzer" (the "Mark").

1.9 Name. All rights of the Seller to use the name "MSInteractive" (the "Name").

1.10 Goodwill. All of the goodwill associated with the Seller's use and sale of the Perception Analyzer (the "Goodwill").

Seller will at a meeting to be held at 1:00 p.m. EST the offices of the Seller on November 30, 2009 (the "Closing") confirm the sale and transfer of the Assets by signing and delivering to the Buyer the BILL OF SALE and the ASSIGNMENT AND ASSUMPTION which are attached as Exhibits "A" and "B".

2. Consideration.

2.1 Consideration. The consideration for the Assets is as follows:

(a) Purchase Price. The purchase price for the Assets (the "Price") will equal the sum of (i) an amount equal to the book value of the Inventory and the Receivables as of the Closing Time, as determined in accordance with generally accepted accounting principles consistently applied from period to period plus (ii) an amount equal to the balance of any accounts payable from the business relating to the Perception Analyzer projects that will be completed and delivered to customers after the Closing Time pursuant to the Contracts identified in Section 2.1(c), a listing of which accounts payable will at the closing be attached as Schedule E (the "Payables"). The Seller will compute and submit the Price to the Buyer for acceptance as of the Closing. If the Buyer does not accept that computation at the Closing then the Closing will be suspended and continued pending confirmation of the computation of the Price, and if the Seller and the Buyer cannot by November 30, 2009 reach agreement as to that computation, then the computation of the Price will be referred to and resolved by PLANTE & MORAN, PLLC (the "Accountants") and the computation of the Price by the Accountants will be conclusive and binding upon the Seller and the Buyer and not subject to any challenge or appeal.

(b) Payment Terms. The Price will be payable as follows: (i) \$125,000 will be payable at the Closing by wire transfer of funds; (ii) the amount of the Payables will be payable by the Buyer's assumption of the Payables in accordance with the provision of the ASSUMPTION AGREEMENT which is attached as Exhibit "C"; and (iii) the balance will be payable in accordance with the provisions of the PURCHASE PRICE PROMISSORY NOTE which is attached as Exhibit "D", with the payment secured by the SECURITY AGREEMENT which is attached as Exhibit "E", which the Buyer will sign and deliver to the Seller at Closing.

(c) Assumption of Contract Obligations. The Buyer will assume as of the Closing Time and will thereafter pay and perform when due all obligations of the Seller under each of the Contracts to the extent (but only to the extent) attributable to periods from and after the date of this Agreement. Except for the assumption of the Payables in Section 2.1(b) and the assumption of the Contracts in Section 2.1(c), the Buyer is assuming no obligations of the Seller.

2.2 Allocation. The purchase price is being allocated among the Assets as follows:

<u>Asset</u>	<u>Price Allocation</u>
Inventory	Book Value
Receivables	Book Value
Equipment	\$1.00
Contracts	\$1.00
Website	\$1.00
Business Records	\$1.00
Trademark	\$1.00
Name	\$1.00
Goodwill	\$1.00
Intellectual Property	Balance of Price

3. Representations and Warranties.

3.1 Representations and Warranties of Seller. Seller represents and warrants as follows:

(a) Organization and Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, and has the legal power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

(b) Authority. The execution, delivery and performance of this Agreement have been duly authorized. Such execution, delivery and performance does not and will not constitute a breach or a violation of Seller's Articles of Incorporation or Bylaws, or of any law, rule or regulation, agreement or other instrument to which Seller is a party or by which Seller is bound and does not and will not constitute a violation of any order, judgment or decree to which Seller is a party or by which any of its assets or properties is bound or affected.

(c) Title To Assets. As a result of the delivery of the BILL OF SALE and the ASSIGNMENT AND ASSUMPTION, Buyer will have good title to all of the Assets, free of any lien, encumbrance or charge other than the security interest in favor of the Seller pursuant to the SECURITY AGREEMENT. Seller shall deliver to the Buyer on or prior to the Closing a UCC Lien Search conducted by the State of Michigan identifying all liens and encumbrances recorded against the Seller and its assets and, if applicable, releases in forms acceptable to the Buyer with respect to any such liens and encumbrances affecting the Assets.

(d) Taxes. Seller has paid or made provision for the payment of all taxes, fees and other governmental charges attributable to operation of Seller's business.

THE WARRANTIES STATED IN SECTION 3.1 ARE THE ONLY WARRANTIES MADE BY THE SELLER WITH RESPECT TO THE SALE OF THE ASSETS AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE FUNCTIONALITY OR USE OF THE INTELLECTUAL PROPERTY, AS TO THE FUNCTIONALITY, USE OR PHYSICAL CONDITION OF THE INVENTORY AND EQUIPMENT, AS TO THE COLLECTABILITY OF THE RECEIVABLES OR AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE ASSETS. IN SIGNING THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT EXCEPT FOR THE WARRANTIES STATED IN SECTION 3.1, THE BUYER IS PURCHASING THE ASSET 'AS IS/WHERE IS'

3.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization and Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oregon and has the legal power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

(b) Authority. The execution, delivery and performance of this Agreement have been duly authorized. Such execution, delivery and performance does not and will not constitute a breach or a violation of Buyer's Articles of Organization, Operating Agreement or of any law, rule or regulation, agreement or other instrument to which Buyer is a party or by which Buyer is bound and does not and will not constitute a violation of any order, judgment or decree to which Buyer is a party or by which any of Buyer's assets or properties are bound or affected.

THE WARRANTIES STATED IN SECTION 3.2 ARE THE ONLY WARRANTIES MADE BY THE BUYER WITH RESPECT TO THE SALE OF THE ASSETS AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

#### 4. Indemnification.

##### 4.1 Requirement of Indemnification.

(a) Seller's Indemnity. Seller shall indemnify and hold Buyer harmless from and against any loss, liability, damage or expense (including attorney fees) incurred by the Buyer as a result of any inaccuracy or incompleteness in any representation or warranty made by the Seller in this Agreement or as a result of any breach by the Seller of any covenant or agreement of the Seller contained in this Agreement; provided, however, that the cumulative aggregate liability of the Seller for indemnity pursuant to this Section shall be limited to the purchase price paid by the Buyer to the Seller for the Assets pursuant to this Agreement.

(b) Buyer's Indemnity. Buyer shall indemnify and hold Seller harmless from and against any loss, liability, damage or expense (including attorney fees) incurred by the Seller as a result of any inaccuracy or incompleteness in any representation or warranty made by the Buyer in this Agreement or as a result of any breach by the Buyer of any covenant or agreement of the Buyer contained in this Agreement.

4.2 Payment. Any claim for indemnity under Section 4.1 (a "Claim") shall be due and payable thirty (30) days after delivery of written demand for indemnification (a "Demand"). Any such amount not paid when due shall bear interest from its due date to the date of payment at a rate of interest equal to the "prime rate" plus two percent (2%). For such purposes, the "prime rate" will be the rate of interest which is published in The Wall Street Journal as the prevailing prime rate for major banks in the United States, with the rate of interest under this Agreement changing when and as such published prevailing "prime rate" is changed.

4.3 Resolution of Disputed Claim. A party against which a Claim is made (the "Indemnitor") may dispute its liability for that Claim (a "Dispute") by a written notice (a "Dispute Notice") delivered to the party asserting that claim (the "Claimant") within thirty (30) days after the date of delivery of the Demand with respect to that Claim. Failure by the Indemnitor to deliver a Dispute Notice within that thirty-day period will constitute the Indemnitor's irrevocable acknowledgement of the validity of that Claim and irrevocable waiver of any right to dispute that Claim. If the Indemnitor delivers the Dispute Notice within that thirty-day period, then representatives of the Indemnitor and the Claimant shall promptly thereafter attempt in good faith to resolve that Claim. If the representatives are able to resolve that Claim and confirm that resolution by signing a written settlement (a "Settlement") within twenty (20) days after the date of the delivery of the Dispute Notice, then the Indemnitor shall pay the Claimant the amount (if any) specified in that Settlement within ten (10) days after the date of the signing of that Settlement and, upon such payment, that Dispute will be resolved. If the representatives are unable to resolve that Claim and confirm that resolution by signing a written settlement (a "Settlement") within twenty (20) days after the date of the delivery of the Dispute Notice, then the Claimant may, within fifty (50) days after the date of delivery of the Dispute Notice, submit a demand for arbitration of the Claim (an "Arbitration Demand") to the American Arbitration Association (the "AAA") at its offices in Southfield, Michigan in accordance with the AAA's then prevailing rules for commercial arbitration and in such case judgment on and the award from the arbitration may be entered by any Court having jurisdiction over the Indemnitor. The failure of the Claimant to submit the Arbitration Demand to the AAA within such fifty-day period will constitute the Claimant's irrevocable withdrawal of the Claim and irrevocable waiver of any right to later re-assert that Claim. The Seller and the Buyer confirm that the procedures described in this Section 4.3 constitute the exclusive means by which any claim that has been or could be made under Section 4.1 must be asserted and pursued.

4.4 Limitation of Claims. The Seller and Buyer agree that any claim that is or can be asserted as a Claim under Section 4.1 must be made by the delivery of a Demand pursuant to Section 4.3 that is delivered on or prior to November 30, 2011 and any Claim not made in that manner by that date shall be forever barred.

5. Post Closing Covenants.

5.1 Public Announcement. Immediately following the Closing, the Buyer and the Seller will issue a public announcement for delivery to all customers and other parties having dealings with the Seller's business advising of the sale and transfer of the Assets.

5.2 Ongoing Cooperation. At Buyer's request, Seller shall after the Closing take such other actions as Buyer may reasonably deem necessary or desirable in order to more effectively vest in Buyer the title to and possession of the Assets sold pursuant to this Agreement.

5.3 Payment of Obligations. The Buyer shall pay or perform when and as due all obligations under the Contracts and all other obligations resulting from the continuation of business relating to the sale and use of the Perception Analyzer to the extent attributable to periods from and after December 1, 2009. The Seller shall pay and perform when and as due all obligations resulting from the operation of the business relating to the sale and use of the Perception Analyzer to the extent attributable to periods prior to December 1, 2009.

5.4 Line of Credit. To assist Buyer in its start up of operation of the business relating to the Perception Analyzer, the Seller will provide to the Buyer a line of credit of up to \$170,000, which the Seller will disburse to the Buyer from time to time following the Closing and which the Buyer will repay, with interest, in accordance with the provisions of the LINE OF CREDIT PROMISSORY NOTE which is attached as Exhibit F to this Agreement and which is secured by the SECURITY AGREEMENT which is attached as Exhibit E to this Agreement. The line of credit will be discretionary. The Seller may refuse any advance requested by the Buyer at any time for any reason or for no reason at all, whether or not there has been any change in the Buyer's condition (financial or otherwise) after the date hereof.

5.5 Personnel Transitions. David Paull, Eric Alzuhn, Clinton Godeke and Daniel Welch (the "Transitioning Employees"), employees of the Seller currently engaged in the business relating to the sale or use of the Perception Analyzer, have received and accepted offers of employment with the Buyer beginning December 1, 2009. The Seller confirms that it is obligated for and will pay to the Transitioning Employees when due all compensation and benefits (including, without limitation, any accrued but unused vacation or similar benefits) accrued as of the Closing Time and will indemnify and will hold Buyer harmless from any such obligations. The Buyer confirms that it is obligated for and will pay when and as due any compensation and other benefits payable to the Transitioning Employees that accrued from and after December 1, 2009 and will indemnify and will hold Seller harmless from any such obligations. The Buyer and Seller acknowledge that two other employees of the Seller (Marquis McNeil and John Stewart), each of whom has performed some functions relating to the Perception Analyzer, will not be hired by the Buyer and will remain as employees of the Seller.

5.6 Administrative Support Services. The Seller acknowledges that the Buyer may



during the start-up period of its operations from December 1, 2009 to the December 31, 2010, may require or desire administrative support services from the Seller for the Buyer's business and, if requested by the Buyer, the Seller will provide those support services to the Buyer for a fee equal to the Seller's estimated cost for providing those services to the extent that the provision of those support services does not interfere with or otherwise adversely affect Seller's operations.

5.7 Perception Analyzer Services. The Buyer acknowledges that the Seller, in the normal operation of its market research and consultation business, may from time to time require the services of the Buyer with the Perception Analyzer and, to that end, the Buyer agrees that, for the period beginning on December 1, 2009 and ending on January 1, 2014, the Buyer, if requested by the Seller, will provide those services as a contractor to the Seller on a first priority basis (subject to any prior commitments that the Buyer might have to other parties) at the following fees:

(a) For services provided by Buyer's employees and for the use of equipment or facilities owned and leased or otherwise made available by Buyer, fees will be at 90% of Buyer's then standard commercial rates for those services, facilities and equipment; and

(b) For services provided by persons who are not employees of Buyer and for the use of equipment or facilities owned and leased or otherwise made available by persons or entities other than Buyer, fees will be equal to Buyer's direct out-of-pocket costs for those services, facilities and equipment

5.8 Discontinuance of Use of Mark and Name. Following the Closing Date:

(a) Seller will no longer use the Mark anywhere in the world

(b) Seller will no longer use the Name anywhere in the United States (but reserves the right to cause and permit its Canadian subsidiary to continue to use the Name in Canada).

6. Governing Law/Jurisdiction. The validity, construction, and enforcement of this Agreement will be governed in accordance with the laws of the State of Michigan. If either the Seller or the Buyer initiates litigation to interpret or to enforce and provision of this Agreement or any documents signed in connect with the closing of this Agreement, the exclusive venue and jurisdiction for such litigation will be the Federal District Court for the Eastern District of Michigan – Ann Arbor Division or a Court of the State of Michigan of appropriate jurisdiction that is seated in Washtenaw County, Michigan.

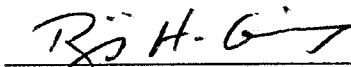
7. Entire Agreement/Amendment. This eight (8) page document, together with those Exhibits and Schedules which are expressly referenced in this Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect to such subject matter. No amendment or cancellation of this Agreement will be effective unless made by a document in writing signed by Buyer and Seller.

EXECUTED as of November 30, 2009.

Seller:

MARKET STRATEGIES, INC.

By:



Philip H. Giroux, Chief Financial Officer

Buyer:

DIALSMITH, L.L.C.

By:

David Paull, Managing Member

EXECUTED as of November 30, 2009.

Seller:

MARKET STRATEGIES, INC.

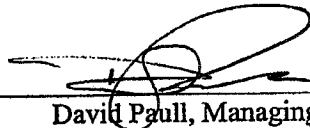
By:

Philip H. Giroux, Chief Financial Officer

Buyer:

DIALSMITH, L.L.C.

By:



David Paull, Managing Member

**Schedule A**

**EQUIPMENT**

	<b>PC Model</b>	<b>PC Serial #</b>	<b>Mobile Phone Number</b>	<b>Mobile Phone Type</b>	<b>PO</b>	<b>Date</b>	<b>Will Be Taking</b>
Eric Alzuhn	Thinkpad X200	LV02BNZ	Expensed	Unknown	3632	3/23/2009	X
David Paull	Thinkpad X61	LVF1704	Expensed	Unknown	3208	9/17/2007	X
Clinton Godeke	Thinkpad R61	L3A5156	Expensed	Unknown	3486	7/11/2008	X
Marquis McNeil	Thinkpad R61	L3A3005	Expensed - don't see him on ATT bill	Unknown	3246	10/31/2007	X
Dan Welch	Thinkpad T61	1S76641KUL3E7819	MSI - 971-212-9622	Blackberry Bold	3322	1/25/2008	X
John Stewart	Dell Optiplex 755	B65HNNH1			3569	10/23/2008	
John Stewart	Dell Optiplex GX620	1T62S81			2811	10/11/2005	X
MSINTERLOAN04	Thinkpad T42	99XL331			2079	1/13/2005	X
PALOANERNEW	Thinkpad X60	LVA7740	Bruce Beal		2697	9/1/2006	X
<b>Other</b>							
Wes	Thinkpad R51	1S1836Q4UL3TG063			2083	1/5/2006	X
Marquis	Thinkpad R51	1S1836Q4UL3TH603			2083	1/5/2006	X
Various		Privacy Filters	Qty 5		3070	2/26/2007	
Loaner	Thinkpad R60e	1S06574MULVAP171			3095	3/22/2007	X
David Paull		POLYCOM VOICESTATION 100			2082	11/2/2005	

**Schedule B**

**INVENTORY**

**Ending MSInteractive Physical Inventory, as of 11/24/09**

Inventory Code	SumOfQuantity	SumOfTotal Cost	Average Cost
ARCHOS	5	\$ 1,821.41	\$ 364.28
BUCS	6	1,320.23	220.04
BUTT_DIALS	910	105,971.05	116.45
CNSL_SEITZ	33	21,585.24	654.10
CNSL_SEITZ_868	11	7,800.83	709.17
CORI	14	4,182.67	298.76
DIAL_SEITZ	269	30,559.69	113.60
DIAL_SEITZ_868	211	29,560.29	140.10
ECLP	18	5,500.58	305.59
MARGI	5	552.13	110.43
PACS	4	688.00	172.00
USB_DIAL_SEITZ	8	1,627.30	203.41

\$ 211,169.43

## Schedule C

### RECEIVABLES

Inv #	Date	Customer Name	Project #	Project Name	Group	Client Contact	Total			>90	61-90	31-60	0-30
18953	04/21/09	Oracle	V09032	Oracle 3/30 12 Dials	MI	Marquis McNeil	3,369.85			3,369.85			
18976	04/27/09	Communication Analyt	V09002	Service Contract RMA	MI	Clinton Godeke	1,200.00			1,200.00			
19538	09/15/09	Greenberg Quinlan Ro	V09072	Greenberg Denver	MI	Marquis McNeil	7,665.80				7,665.80		
19618	09/22/09	Melaleuca, Inc.	V09078	Melaleuca - addtl 30	MI	Eric Alzuhn	11,125.00				11,125.00		
19623	09/22/09	West Group Research	V09002	Service Contract RMA	MI	Clinton Godeke	1,100.00				1,100.00		
19643	09/23/09	Brilliant-Corners Re	V09075	brilliant-corners Re	MI	Marquis McNeil	6,425.91					6,425.91	
19708	10/17/09	The Nielsen Company	V09065	Nielsen - Brand web	MI	David Paull	35,400.00					35,400.00	
19737	10/21/09	New Perspectives	V09080	New Perspectives 10/	MI	Marquis McNeil	5,179.33					5,179.33	
19738	10/21/09	Brilliant-Corners Re	V09083	brilliant-corners Re	MI	Marquis McNeil	6,968.66					6,968.66	
19755	10/25/09	Brookside Group	V09081	Brookside Group - O	MI	Eric Alzuhn	10,700.00						10,700.00
19756	10/25/09	Crosby Textor Pepper	V09002	Service Contract RMA	MI	Clinton Godeke	1,900.00						1,900.00
19765	10/26/09	Beal Research	V09088	Beal Research	MI	David Paull	885.00						885.00
19794	10/28/09	Unisearch Partners,	V09082	Unisearch - Equipmen	MI	Marquis McNeil	2,556.00						2,556.00
19799	10/28/09	Product Partners	V09087	Product Partners - p	MI	David Paull	1,365.82						1,365.82
19800	10/28/09	Market Perspectives	V09084	Market-Perspectives	MI	Marquis McNeil	5,172.34						5,172.34
19825	11/04/09	UAB Accounts Payable	V09089	UAB - 30 dial system	MI	David Paull	12,750.00						12,750.00
19826	11/07/09	Peter D. Hart Resear	V09085	Peter Hart 25 Dials	MI	Marquis McNeil	6,477.49						6,477.49
19888	11/18/09	Bill Hoogterp	V09002	Service Contract RMA	MI	Clinton Godeke	1,400.00						1,400.00
19889	11/18/09	Keevoon Research	V09002	Service Contract RMA	MI	Clinton Godeke	700.00						700.00
19890	11/18/09	Broadcast Architectu	V09003/02	Service Contract RMA	MI	Clinton Godeke	11,912.00						11,912.00
19892	11/18/09	Product Partners	V09096/97/02	Product Partners	MI	Clinton Godeke	14,530.52						14,530.52
19893	11/18/09	Lake Research Partne	V09091	Lake Research - San	MI	Marquis McNeil	6,209.76						6,209.76
19894	11/18/09	Brookside Group	V09092	Brookside Group - 1	MI	Eric Alzuhn	265.00						265.00
19896	11/18/09	Conkling Fiskum & Mc	V09094	Conkling Fiskum & Mc	MI	David Paull	4,199.27						4,199.27
							159,457.75			4,569.85	19,890.80	53,973.90	81,023.20

**Schedule D**

**CONTRACTS**

Active PA Support Contracts as of November 30, 2009.

	<b>Renewal Date</b>	<b>Company</b>	<b>Expiration Date</b>
	11/24/2008	Adept	11/25/2010
	10/16/2008	American Viewpoint	10/17/2010
	12/22/2008	Anheuser-Busch	12/23/2009
	8/15/2009	Behaviour & Attitudes	8/15/2010
	3/17/2008	Broadcast Architecture	3/18/2010
	1/30/2009	Broadcast Architecture	1/31/2011
	5/1/2009	Broadcast Architecture	5/2/2011
	4/27/2009	Brookside Group	4/28/2010
	11/20/2009	Bill Hoogterp	11/30/2010
	7/20/2009	Carleton University	7/21/2010
	4/1/2009	Centro Nacional de Consultoria S.A. Columbia	4/2/2010
	4/28/2009	Communication Analytics	4/29/2010
	10/29/2008	Crosby Textor	10/31/2011
	11/25/2009	Daria Paya	8/1/2010
	8/19/2008	De la Cruz & Associates	8/20/2010
	6/17/2008	Decision Researchers	6/18/2010
	5/19/2008	Doug Connett	5/20/2010
	7/30/2009	Fairbank, Maslin, Maullin	7/31/2011
	2/26/2009	Institute for Research and Evaluation	2/27/2010
	11/25/2009	IBRS	10/1/2010
	6/5/2009	John Deere & Company	6/6/2010
	7/8/2009	Junie Laylo	7/9/2010
	10/30/2009	Jury Impact	10/31/2011
	11/20/2009	Keevoon Research, Strategy & Communication	3/31/2010
	2/20/2009	Leviathan Strategy	2/21/2010
	5/22/2008	Luntz	5/23/2010
	1/29/2009	Media Research Labs	1/30/2010
	6/15/2009	Melaleuca	6/16/2010

	12/1/2008	Morpace	12/2/2009
	8/21/2008	Multiplay/Camargo Group	8/22/2010
	9/30/2009	Ohio University	9/30/2011
	8/15/2009	Patterson Langlois	8/16/2011
	6/25/2009	Polynesian Cultural Center	6/26/2010
	11/20/2009	Product Partners	11/30/2010
	2/27/2009	Relationship Research Institute	2/28/2010
	3/30/2009	SmithGeiger	3/31/2010
	6/30/2009	Southern Methodist Univ	7/1/2010
	1/30/2009	Teknika	1/31/2010
	6/18/2008	Telephone Contact Inc.	1/1/2010
	8/15/2009	The Word Doctors	8/15/2010
	3/30/2009	Tianli	3/31/2010
	1/28/2009	Trial Practices	1/29/2011
	6/16/2008	TrialGraphix	6/17/2010
	4/27/2009	Tsongas Litigation Consulting	4/28/2011
	4/6/2009	TXU	4/7/2010
	11/6/2009	UAB	11/30/2010
	4/27/2009	University of Hawaii	4/28/2010
	4/24/2008	Univision	4/25/2010
	7/16/2008	Vinson & Company	7/17/2010
	5/4/2009	WDG	5/5/2010
	9/30/2009	WestGroup Research	9/30/2010



**Exhibit A**

**BILL OF SALE**

FOR VALUE RECEIVED, MARKET STRATEGIES, INC. (the "Seller") hereby sells and transfers to DIALSMITH, L.L.C. (the "Purchaser") the following assets relating to the opinion research tool known as the Perception Analyzer (the "Perception Analyzer") (the "Assets"):

1 All of the software (source code and object code), documentation, hardware designs and related know how relating to the Perception Analyzer that is owned by and in the possession of the Seller as of the date of this Bill of Sale.

2 The computers and related equipment that are being used by the Seller in its sale or use of the Perception Analyzer that are listed in Schedule A.

3 The inventory of materials purchased by the Seller for sale for use with the Perception Analyzer that are listed in Schedule B.

4 The accounts receivable generated from the Seller's sale or use of the Perception Analyzer or provision of services with respect to the Perception Analyzer that are listed in Schedule C.

5 All rights of the Seller with respect to all of those contracts relating to the use of the Perception Analyzer that are listed in Schedule D.

6 All rights of the Seller in and to the website identified as "Perception Analyzer" at <http://www.cinfo.com>, [www.perceptionanalyzer.com](http://www.perceptionanalyzer.com) and [www.MS-Interactive.com](http://www.MS-Interactive.com)

7 All business records and data relating to the business of the Seller relating to the sale and use of the Perception Analyzer, including, without limitation, the data base of past and present customers.

8 All rights of the Seller to use the registered trademark "Perception Analyzer".

9 All of the goodwill associated with the Seller's use and sale of the Perception Analyzer.

The sale and transfer of the above-described assets (collectively, the "Assets") is being made pursuant to and is subject to all representations, warranties and waivers made by Seller and the Purchaser in the ASSET PURCHASE AGREEMENT dated as of November \_\_, 2009.

EXECUTED as of November 30, 2009.

Seller:

MARKET STRATEGIES, INC.


Buyer

DIALSMITH, L.L.C.

By: \_\_\_\_\_

Philip H. Giroux, Chief Financial Officer

By: \_\_\_\_\_

  
David Paul, Managing Member

EXECUTED as of November 30, 2009.

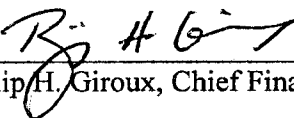
Seller:

Buyer

MARKET STRATEGIES, INC.

DIALSMITH, L.L.C.

By:

  
Philip H. Giroux, Chief Financial Officer

By:

David Paull, Managing Member

Exhibit B

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION confirms the assignment and delegation by MARKET STRATEGIES, INC. ("Seller") and the acceptance and assumption by DIALSMITH, L.L.C. ("Purchaser") of all rights of the Seller under each of the contracts listed in the attached Schedule D (the "Contracts") and all obligations of the Seller under each of those Contracts to the extent attributable to periods from and after the date of this ASSIGNMENT AND ASSUMPTION. This assignment, delegation, acceptance and assumption is effective as of midnight on November 30, 2009. Seller remains liable for payment and performance of all obligations under the Contracts attributable to periods prior to December 1, 2009. Purchaser is liable for the payment and performance of all obligations under the Contracts attributable to periods from and after the December 1, 2009. This ASSIGNMENT AND ASSUMPTION is pursuant to and is subject to all representations, warranties and waivers made by Seller and the Purchaser in the ASSET PURCHASE AGREEMENT dated as of November 30, 2009.

EXECUTED as of November 30, 2009.

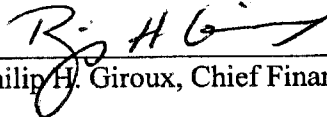
Seller:

Buyer

MARKET STRATEGIES, INC.

DIALSMITH, L.L.C.

By:

  
Philip H. Giroux, Chief Financial Officer

By:

\_\_\_\_\_  
David Paull, Managing Member

**Exhibit B**

**ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION confirms the assignment and delegation by MARKET STRATEGIES, INC. ("Seller") and the acceptance and assumption by DIALSMITH, L.L.C. ("Purchaser") of all rights of the Seller under each of the contracts listed in the attached Schedule D (the "Contracts") and all obligations of the Seller under each of those Contracts to the extent attributable to periods from and after the date of this ASSIGNMENT AND ASSUMPTION. This assignment, delegation, acceptance and assumption is effective as of midnight on November 30, 2009. Seller remains liable for payment and performance of all obligations under the Contracts attributable to periods prior to December 1, 2009. Purchaser is liable for the payment and performance of all obligations under the Contracts attributable to periods from and after the December 1, 2009. This ASSIGNMENT AND ASSUMPTION is pursuant to and is subject to all representations, warranties and waivers made by Seller and the Purchaser in the ASSET PURCHASE AGREEMENT dated as of November 30, 2009.

EXECUTED as of November 30, 2009.

Seller:

Buyer

MARKET STRATEGIES, INC.

DIALSMITH, L.L.C.

By: \_\_\_\_\_

Philip H. Giroux, Chief Financial Officer

By: \_\_\_\_\_

  
David Paull, Managing Member

Exhibit C

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT confirms the assumption by DIALSMITH, L.L.C. (the "Purchaser") of all obligations of MARKET STRATEGIES, INC. ("Seller") to pay when due each of the accounts payable listed in the attached Schedule E (the "Payables"). This ASSUMPTION AGREEMENT is pursuant to and is subject to all representations, warranties and waivers made by Seller and the Purchaser in the ASSET PURCHASE AGREEMENT dated as of November 30, 2009.

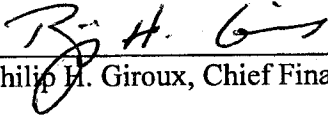
EXECUTED as of November 30, 2009.

Seller:

Buyer

MARKET STRATEGIES, INC.

DIALSMITH, L.L.C.

By:   
Philip H. Giroux, Chief Financial Officer

By: \_\_\_\_\_  
David Paull, Managing Member

Exhibit C

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT confirms the assumption by DIALSMITH, L.L.C. (the "Purchaser") of all obligations of MARKET STRATEGIES, INC. ("Seller") to pay when due each of the accounts payable listed in the attached Schedule E (the "Payables"). This ASSUMPTION AGREEMENT is pursuant to and is subject to all representations, warranties and waivers made by Seller and the Purchaser in the ASSET PURCHASE AGREEMENT dated as of November 30, 2009.

EXECUTED as of November 30, 2009.

Seller:

Buyer

MARKET STRATEGIES, INC.

DIALSMITH, L.L.C.

By: \_\_\_\_\_  
Philip H. Giroux, Chief Financial Officer

By:  \_\_\_\_\_  
David Paul, Managing Member

Exhibit D

**Exhibit D**

**PURCHASE PRICE PROMISSORY NOTE**

\$245,627.18

Date: November 30, 2009

FOR VALUE RECEIVED, DIALSMITH, L.L.C., an Oregon limited liability company (the "Buyer"), promises to pay to the order of MARKET STRATEGIES, INC., a Michigan corporation ("Seller"), the principal sum of TWO HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED TWENTY-SEVEN AND EIGHTEEN HUNDREDTHS DOLLARS (\$245,627.18), together with interest thereon at the rate of FOUR PERCENT (4%) per annum, payable as follows: (a) THREE (3) annual installments of FIFTY THOUSAND DOLLARS (\$50,000.00) each on January 1, 2011, January 1, 2012 and January 1, 2013 and (b) ONE (1) final installment of the entire unpaid balance of principal and interest on or before January 1, 2014.

Buyer shall have the right to prepay this Promissory Note in whole or in part at any time and from time to time without premium or penalty. Any partial prepayments shall be applied against the last maturing installments of principal and interest under this Promissory Note and no partial prepayments shall affect the obligation of Buyer to continue to pay regular scheduled installments until the entire balance of principal and interest under this Promissory Note is paid in full.

All payments against this Promissory Note, whether regularly scheduled installments or voluntary or mandatory prepayments, shall first be applied against accrued interest, with the balance applied against principal.

This Promissory Note is secured by a SECURITY AGREEMENT dated as of November 30, 2009 (the "Security Agreement").

The following shall constitute events of default under this Promissory Note (a "Default"):

1. The failure of Buyer to pay any past due installment hereunder within five (5) days after written notice is delivered by Seller to Borrower demanding payment; provided, however, that if during any consecutive twelve-month period Borrower pays two installments more than five (5) days after their due dates, then thereafter the requirement for notice under this paragraph will be eliminated and a default will exist if Borrower fails to pay any installment within five (5) days after its due date; or
2. The occurrence of any event or the existence of any circumstance that constitutes a default under the Security Agreement; or
3. The occurrence of a Default (as therein defined) under the LINE OF CREDIT PROMISSORY NOTE issued by the Borrower to the Seller concurrently with the issuance of this Promissory Note.



Upon the occurrence and during the continuance of any Default, interest will accrue on the unpaid principal balance under this Promissory Note at the rate of 12% per annum. Upon the occurrence of a Default, Seller, in addition to all other rights and remedies as may be permitted under the Security Agreement or under applicable law, may declare the entire balance of principal and interest under this Promissory Note immediately due and payable and, upon such declaration, take such actions and exercise such remedies as may be prescribed or permitted under applicable law to obtain collection from Buyer. In the event of a Default, Buyer shall be liable for reasonable attorney's fees and related costs incurred by Seller in enforcing its rights under and with respect to this Promissory Note.

Presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection are waived, and the time of payments or any part thereof may be deferred by Seller without in any way limited liability hereunder.

This Promissory Note, and the rights and duties of Seller and Buyer hereunder, shall be interpreted in accordance with the laws of the State of Michigan.

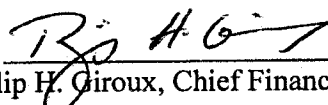
In the enforcement of any rights or the resolution of any disputes under this Promissory Note, the exclusive jurisdiction shall be the Circuit Court for Washtenaw County, Michigan or the Federal District Court for the Eastern District of Michigan, Southern Division and Buyer and Seller hereby consent to that jurisdiction.

DIALSMITH, L.L.C.

By: \_\_\_\_\_  
David Paull, Managing Member

Pay to the order of VSS-MSI Holdings

MARKET STRATEGIES, INC.

By:  \_\_\_\_\_  
Philip H. Giroux, Chief Financial Officer

Upon the occurrence and during the continuance of any Default, interest will accrue on the unpaid principal balance under this Promissory Note at the rate of 12% per annum. Upon the occurrence of a Default, Seller, in addition to all other rights and remedies as may be permitted under the Security Agreement or under applicable law, may declare the entire balance of principal and interest under this Promissory Note immediately due and payable and, upon such declaration, take such actions and exercise such remedies as may be prescribed or permitted under applicable law to obtain collection from Buyer. In the event of a Default, Buyer shall be liable for reasonable attorney's fees and related costs incurred by Seller in enforcing its rights under and with respect to this Promissory Note.

Presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection are waived, and the time of payments or any part thereof may be deferred by Seller without in any way limited liability hereunder.

This Promissory Note, and the rights and duties of Seller and Buyer hereunder, shall be interpreted in accordance with the laws of the State of Michigan.

In the enforcement of any rights or the resolution of any disputes under this Promissory Note, the exclusive jurisdiction shall be the Circuit Court for Washtenaw County, Michigan or the Federal District Court for the Eastern District of Michigan, Southern Division and Buyer and Seller hereby consent to that jurisdiction.

DIALSMITH, L.L.C.

By: 

David Paul, Managing Member

Pay to the order of VSS-MSI Holdings

MARKET STRATEGIES, INC.

By: \_\_\_\_\_

Philip H. Giroux, Chief Financial Officer

## Exhibit E

### SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated November 30, 2009, is between, DIALSMITH, L.L.C., an Oregon limited liability company with its principal offices at 2567 Cannon Way, Portland, Oregon 97229 (the "Buyer/Borrower") and MARKET STRATEGIES, INC., a Michigan corporation, with its principal offices at 17430 College Parkway, Livonia, Michigan 48152 ("Seller/Lender") and confirms the grant by the Buyer/Borrower of a security interest to Seller/Lender to secure payment of the obligations of the Buyer/Borrower under a \$245,627.18 PURCHASE PRICE PROMISSORY NOTE and the \$170,000 LINE OF CREDIT PROMISSORY NOTE of even date herewith (the "Promissory Notes") and the obligations of the Buyer/Borrower under this Agreement (collectively, the "Secured Obligations")

1. Grant of Security Interest. The Buyer/Borrower hereby grants to Seller/Lender, as security for the payment and performance of the Secured Obligations, a first priority security interest in and to the following (collectively, the "Collateral"): all accounts, chattel paper (both tangible and electronic), goods, inventory, equipment, fixtures, payment intangibles, general intangibles, software, instruments, money, documents, deposit accounts, vehicles and all products and proceeds thereof, whether now owned or hereafter acquired. Terms used in the preceding description shall have the respective meanings accorded such terms in the Uniform Commercial Code as enacted in the State of Michigan as of the date hereof.

2. Warranty of Title. Buyer/Borrower warrants and covenants that it is the owner of the each part of the Collateral free from any prior lien, security interest or encumbrance; that Buyer/Borrower will defend the Collateral against the claims and demands of the persons at any time claiming the same or any interest therein; that no financing statement or agreement is on file in any public office pertaining to the Collateral; and the Buyer/Borrower will give prompt notice to Seller/Lender of the execution of any financing statement, agreement or document with any person which would give rise to a security interest in the Collateral.

3. Buyer/Borrower Covenants. The Buyer/Borrower covenants:

- (a) To pay and perform its obligations under each Secured Obligation when and as due;
- (b) To pay and to perform when and as due all of its obligations under any contract constituting Collateral so that the Buyer/Borrower's rights under that contract remain in good standing and in full force and effect;
- (c) To maintain in a good condition and state of repair any equipment constituting Collateral, to pay and discharge all costs of repairs to or maintenance of such equipment and not to

permit anything to be done that may impair the value of such equipment;

(d) To pay all taxes and other governmental charges assessed against or payable with respect to the Collateral when and as due;

(f) To refrain from selling or otherwise transferring of any of the Collateral other than the sales of inventory in the ordinary course of business; and

(g) In general, not to cause or permit anything to be done that may impair the value of the Collateral or the security afforded to Seller/Lender by this Agreement.

4. Insurance. The Buyer/Borrower will secure and at all times maintain in full force and effect hazard insurance with respect to the Collateral in such amounts and on such terms as the Seller/Lender may reasonably require, with Seller/Lender designated as the "loss payee" under such insurance and with an endorsement from the insurer that the insurance will be not be cancelled or modified unless written notice is delivered to Seller/Lender at least twenty (20) days prior to the effective date of cancellation or amendment.

5. Default. Buyer/Borrower shall be in default under this Agreement upon the happening of any of the following events:

(a) Failure of Buyer/Borrower to pay any past due installment under either Promissory Note within five (5) days after written notice is delivered by Seller to Buyer/Borrower demanding payment; provided, however, that if during any consecutive twelve-month period Buyer/Borrower pays two installments more than five (5) days after their due dates, then thereafter the requirement for notice under this paragraph will be eliminated and a default will exist if Buyer/Borrower fails to pay any installment within five (5) days after its due date.

(b) The breach of any covenant or commitment contained in this Agreement and the failure to remedy such breach within twenty (20) days after Seller/Lender delivers written notice to the Buyer/Borrower identifying such breach and demanding such remedial action;

Upon such default, all Secured Obligations, at the option of Seller/Lender, shall become immediately due and payable and Seller/Lender may thereupon enforce payment of the same and exercise any or all of the rights, powers and remedies possessed by Seller/Lender, whether afforded by the specific terms of this Agreement, the general terms of the Uniform Commercial Code or otherwise afforded at law or in equity. If and in the event of such a default, the Buyer/Borrower agrees to reimburse Seller/Lender for all attorney's fees and related legal expenses reasonably incurred in enforcing Seller/Lender's rights, powers and remedies under the Promissory Note and this Agreement.

6. Applicable Law/Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to principles of conflict of laws. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of

the Washtenaw County Michigan Circuit Court and/or the Federal District Court for the Eastern District of Michigan, Southern Division. Each party hereby consents to the jurisdiction of such Courts.

7. Notices. Any notice permitted or required under this Agreement shall be in writing and shall be deemed "delivered" as follows: if by hand delivery, on the date of actual delivery; if by facsimile transmission, on the next business day following the date of transmission; if by mail, on the third business day following the date that the notice is deposited with the United States Postal Services, postage prepaid, to the address of the party to whom notice is being given.

8. No Waiver. No waiver by either party of any default shall operate as a waiver of any other default or of the same default on a future occasion under this agreement.

9. Entire Agreement/Amendment. This document, together with the Promissory Notes, contains the entire understanding between the parties relating to the security interest granted herein, and there are merged herein all prior and contemporaneous representations, promises, understandings and conditions, whether oral or written, in connection with the subject matter hereof, and any representation, promise, understanding or condition not specifically incorporated here in shall not be binding upon the parties. No cancellation or amendment of this Agreement shall be effective unless pursuant to a written document signed by each of the parties.

Signed as of the day and year first above written.

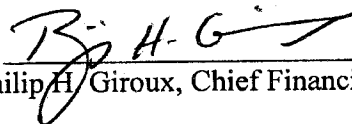
Buyer/Borrower:

DIALSMITH,L.L.C.

By: \_\_\_\_\_  
David Paull, Managing Member

Seller/Lender:

MARKET STRATEGIES, INC.

By:  \_\_\_\_\_  
Philip H. Giroux, Chief Financial Officer

the Washtenaw County Michigan Circuit Court and/or the Federal District Court for the Eastern District of Michigan, Southern Division. Each party hereby consents to the jurisdiction of such Courts.

7. Notices. Any notice permitted or required under this Agreement shall be in writing and shall be deemed "delivered" as follows: if by hand delivery, on the date of actual delivery; if by facsimile transmission, on the next business day following the date of transmission; if by mail, on the third business day following the date that the notice is deposited with the United States Postal Services, postage prepaid, to the address of the party to whom notice is being given.

8. No Waiver. No waiver by either party of any default shall operate as a waiver of any other default or of the same default on a future occasion under this agreement.

9. Entire Agreement/Amendment. This document, together with the Promissory Notes, contains the entire understanding between the parties relating to the security interest granted herein, and there are merged herein all prior and contemporaneous representations, promises, understandings and conditions, whether oral or written, in connection with the subject matter hereof, and any representation, promise, understanding or condition not specifically incorporated here in shall not be binding upon the parties. No cancellation or amendment of this Agreement shall be effective unless pursuant to a written document signed by each of the parties.

Signed as of the day and year first above written.

Buyer/Borrower:

Seller/Lender:

DIALSMITH, L.L.C.

MARKET STRATEGIES, INC.

By: 

David Paull, Managing Member

By: \_\_\_\_\_

Philip H. Giroux, Chief Financial Officer

**Exhibit F**

**LINE OF CREDIT PROMISSORY NOTE**

\$170,000.00

Date: November 30, 2009

FOR VALUE RECEIVED, DIALSMITH, L.L.C., an Oregon limited liability company (the "Borrower"), promises to pay to the order of MARKET STRATEGIES, INC., a Michigan corporation ("Lender"), the principal sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00), or such lesser amount as may from time to time be advanced by Lender to Borrower pursuant to Section 5.4 of the Asset Purchase Agreement of even date herewith between Lender and Borrower and remain outstanding, together with interest thereon at the rate of FOUR PERCENT (4%) per annum, payable in ONE (1) installment of the entire unpaid balance of principal and interest on or before January 1, 2014.

This Promissory Note evidences a line-of-credit loan under which advances, repayments and re-advances may be made from time to time, with any re-advances made at the discretion of the Lender; provided, however, that no further advances or re-advances will be made after December 31, 2010. Borrower shall request advances and re-advances under this Promissory Note by written notice delivered to Lender specifying the amount of the advance or re-advance, the date for the advance or re-advance (which must be at least three (3) business days following the date of delivery of the written notice) and include wire transfer instructions for the transmission of the advance to the Borrower's account.

The interest hereunder shall be computed and paid on the basis of the principal amounts from time to time outstanding.

This Promissory Note may be prepaid, in full or in part, at any time without payment of any prepayment fee or penalty. No partial prepayment shall affect the obligation of the undersigned to continue the monthly installments due hereunder thereafter. All payments received by the Lender shall first be applied against accrued interest, with the balance applied against principal.

This Promissory Note is secured by a SECURITY AGREEMENT dated as of November 30, 2009 (the "Security Agreement").

The following shall constitute events of default under this Promissory Note (a "Default"):

1. The failure of Borrower to pay the principal and interest under this Promissory Note on or before its due date; or
2. The occurrence of any event or the existence of any circumstance that constitutes a Default under the Security Agreement; or
3. The occurrence of a Default (as therein defined) under the PURCHASE PRICE PROMISSORY NOTE issued by the Borrower to the Lender concurrently with the issuance

of this Promissory Note.

Upon the occurrence and during the continuance of any Default, interest will accrue on the unpaid principal balance under this Promissory Note at the rate of 12% per annum. Upon the occurrence of a Default, Lender, in addition to all other rights and remedies as may be permitted under the Security Agreement or under applicable law, may declare the entire balance of principal and interest under this Promissory Note immediately due and payable and, upon such declaration, take such actions and exercise such remedies as may be prescribed or permitted under applicable law to obtain collection from Borrower. In the event of a Default, Borrower shall be liable for reasonable attorney's fees and related costs incurred by Lender in enforcing its rights under and with respect to this Promissory Note.

Presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection are waived, and the time of payments or any part thereof may be deferred by Lender without in any way limited liability hereunder.

This Promissory Note, and the rights and duties of Lender and Borrower hereunder, shall be interpreted in accordance with the laws of the State of Michigan.

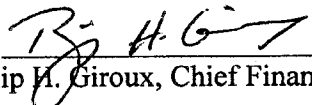
In the enforcement of any rights or the resolution of any disputes under this Promissory Note, the exclusive jurisdiction shall be the Circuit Court for Washtenaw County, Michigan or the Federal District Court for the Eastern District of Michigan, Southern Division and Borrower and Lender hereby consent to that jurisdiction.

DIALSMITH, L.L.C.

By: \_\_\_\_\_  
David Paull, Managing Member

Pay to the order of VSS-MSI Holdings

MARKET STRATEGIES, INC.

By:  \_\_\_\_\_  
Philip H. Giroux, Chief Financial Officer



of this Promissory Note.

Upon the occurrence and during the continuance of any Default, interest will accrue on the unpaid principal balance under this Promissory Note at the rate of 12% per annum. Upon the occurrence of a Default, Lender, in addition to all other rights and remedies as may be permitted under the Security Agreement or under applicable law, may declare the entire balance of principal and interest under this Promissory Note immediately due and payable and, upon such declaration, take such actions and exercise such remedies as may be prescribed or permitted under applicable law to obtain collection from Borrower. In the event of a Default, Borrower shall be liable for reasonable attorney's fees and related costs incurred by Lender in enforcing its rights under and with respect to this Promissory Note.

Presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection are waived, and the time of payments or any part thereof may be deferred by Lender without in any way limited liability hereunder.

This Promissory Note, and the rights and duties of Lender and Borrower hereunder, shall be interpreted in accordance with the laws of the State of Michigan.

In the enforcement of any rights or the resolution of any disputes under this Promissory Note, the exclusive jurisdiction shall be the Circuit Court for Washtenaw County, Michigan or the Federal District Court for the Eastern District of Michigan, Southern Division and Borrower and Lender hereby consent to that jurisdiction.

DIALSMITH, L.L.C.

By: 

David Pauli, Managing Member

Pay to the order of VSS-MSI Holdings

MARKET STRATEGIES, INC.

By: \_\_\_\_\_  
Philip H. Giroux, Chief Financial Officer